

EXTENDED TEMPORARY ENCAMPMENT PERMIT APPLICATION FOR TEMPLE B'NAI TORAH

Description and Overview

Temple B'nai Torah (hereafter referred to as "TBT") is requesting an **Extended Temporary Encampment Permit** to locate a temporary encampment (hereafter referred to as "Tent City 4" or "TC4") at 15727 NE 4th Street in Bellevue Washington and is eligible for such a request because we have previously obtained a past permit which was not revoked or subject to code enforcement.

History of Tent City 4

SHARE and WHEEL are self-organized, democratic, grassroots organizations of homeless and formally homeless individuals. SHARE was founded in 1990 and WHEEL was founded in 1993; both are non-profit 501(c)(3) corporations. Since then, we have been working to eradicate homelessness, educate the community, and empower homeless people. Together, SHARE and WHEEL educate our community about the causes and effects of homelessness, build bridges with homed people to address those issues, and actively lobby to change policies that oppress homeless people. Each night, up to 450 people find safety, shelter, dignity, and respect in our self-managed shelters and Tent Cities.

After years of struggle, community education, and negotiation we established the first Tent City in a suburban area in May 2004. Overcoming initial intense public opposition, we negotiated with King County to define and establish land use standards for temporary homeless encampments. In the process we were able to build bridges with the community, leading to the establishment of Eastside Cares and Greater Seattle Cares, coalitions of religious and lay people that provide practical, fundraising, and lobbying support for Tent Cities.

TC4 is a temporary encampment that has been located in Eastside cities and King County since May 17, 2004. It is modeled after Tent City 3 ("TC3"), which began operation in Seattle on March 31, 2000. TC4's day-to-day operations are managed by its residents. TC4 can provide tents for up to 100 residents, including single adults and couples; children are not housed at TC4 except for brief emergency periods. The residents monitor entry into the camp. Any prospective resident is screened to ensure he or she is not registered in the sex offender database or has an outstanding arrest warrant. TC4 has operated in Bellevue, Bothell, Issaquah, King County (unincorporated areas), Kirkland, Mercer Island, Redmond, Sammamish, and Woodinville. Over the last two years, TC4 has helped 154 people find permanent housing.

TC4 helps homeless individuals stay together in a communal setting by providing safety and shelter rather than being on their own in the elements. The encampment also allows its participants to store their belongings while away from camp at work and appointments. TC4 is designed to be democratic and self-managed. Encampment residents contribute to work necessary for camp maintenance and functioning. The residents hold periodic meetings to elect leaders, who are tasked with camp operations and the enforcement of encampment rules and a Code of Conduct, requiring among other things sobriety, nonviolence, and cooperation.

ENCAMPMENT MANAGEMENT RESPONSIBILITY PLAN - 20.30U.121

1. Intended security measures

Local police officers will make regular, routine walk-throughs of TC4 so that they are familiar with the residents and the routines of camp. When necessary, police officers will conduct investigations and make arrests of those found to be in violation of criminal laws.

TC4 is committed to self-police and self-manage its residents in accordance with its Code of Conduct which prohibits alcohol, drugs, weapons, fighting, abuse of any kind, littering or disturbing neighbors. All residents must sign an agreement to abide by this code and failure to do so can be cause for immediate expulsion. Residents form an Executive Committee (EC) that is responsible for site security, resident identification and donations management. One member of the Executive Committee is on duty, awake, and available 24 hours per day. Police are contacted immediately if warranted by a situation.

Two security volunteers will be on duty at all times, will check in all visitors at TC4's single entrance and patrol TC4 grounds. They will also patrol the emergency exit near the back of the encampment to ensure that the exit is used for emergency purposes only. A TBT board member and/or the Temple Administrator/Volunteer will also be available by cell phone at all times. SHARE / WHEEL, TBT, and security workers will be responsible for causing the Code of Conduct to be upheld. TC4 has quiet hours from 9:00 pm to 8:00 am daily.

TC4 will promptly notify the Bellevue Police Department when a crime is occurring; a physical or verbal disturbance is occurring; an unwanted person is refusing to leave; a prospective resident is seeking entry to TC4 who (i) has an outstanding warrant for his/her arrest, (ii) is required to register as a sex offender, and/or (iii) is a respondent to an order for protection, anti-harassment order, or no-contact order. TC4 will continue to conduct warrant checks and sex offender checks through NORCOM pursuant to a procedure agreed upon with the City of Bellevue. TC4 will cooperate fully in any and all police calls to camp as well as any criminal investigations.

2. Criteria for rejection of prospective residents

Applicants to TC4 must have, or obtain, valid photo identification. A prospective resident is rejected if they do not have a valid picture ID to perform a warrant and sex offender check or if they have an active warrant, are on the sex offender's registry, smell of alcohol or marijuana, or are under the influence of any drugs.

3. Code of Conduct & Camp Rules

- See Exhibit A: Share / Wheel TC4 Code of Conduct
- See Exhibit B: Share / Wheel TC4 Camp Rules - Required Duties of Residents

4. Proposed Neighborhood Security Patrols

No patrols are proposed as in the past the neighbors have preferred not to have patrols. However, TBT will hold public Zoom meetings every other week to ensure

communication with our neighbors and to address any concerns that may arise. The first meeting shall start three weeks prior to TC4's move in date.

5. Whether and How To Implement Outstanding Warrant or Registered Sex Offenders Will Be Performed

All prospective residents are checked for warrants and sex offender status by NORCOM. People with active warrants are not allowed at TC4. The police are notified immediately if anyone is rejected due to warrant status or that has registered sex offender status.

6. Whether and How Residents Will Be Ejected from the Encampment

If a resident is required to leave the camp, the person is given a bus pass and escorted to bus transportation. If bus transportation is not readily available, TC4 will arrange for alternative transportation such as a private vehicle or taxi service. If, in the opinion of Tent City, any rejected/ejected individual poses a potential threat to the community, the police are contacted immediately.

7. Descriptions and Copies of Any Liability and Management Agreements

- See Exhibit C: Facilities Agreement

8. Certificate of Insurance

- See Exhibit D: Certificate of Insurance

9. Transportation Management Plan - 20.30U.125(A)(6)

TBT is located within one quarter mile of northbound and southbound Metro bus stops on 148th and 156th Avenues NE. All TC4 residents will be provided with bus tickets to be utilized for daily bus travel to work and appointments. Various bus routes stop at or near Crossroads, within 1/2-mile of the Temple. The closest bus stop to the Temple is located at 156th Avenue NE and NE 4th Street, about 1 1/2 blocks from the Temple. Bus schedules and phone numbers for volunteer drivers and taxis will be posted in the encampment's security tent.

If anyone is rejected from the encampment during a time with the Metro buses are not available on 148th and 156th Avenues NE, transportation will be provided via volunteer drivers or taxis to the downtown Bellevue Transit Center at 108th Avenue NE and NE 6th Street. For applicants who have had positive warrant checks or have records as sex offenders, TC4 will attempt to delay them at the site until Bellevue Police Department arrives. All T

Food, supplies, and blankets will be transported in and out by vehicle. By prearrangement with TBT, up to two fully operating and licensed vehicles will be permitted to park near TC4 (four designated parking spaces are shown on the site plan). No other personal vehicles will be allowed.

10. Street Address of the Encampment

The street address of TBT, 15727 NE 4th Street, Bellevue Washington 98008 will be considered the permanent and fixed address of the encampment and the residents.

11. Verification of Prospective Residents and Resident ID and Resident Log Requirements

TC4 residents are required to have valid picture identification. TC4 maintains a Daily Sign In sheet that is updated and kept on file.

MEET AND CONFER - 20.30U.122.A

1. Bellevue Police Department

On February 2nd, TBT held the required Meet and Confer meeting with the Bellevue Police Department (BPD) with Major Popochock, Captain McKinney, and TC4 staff to review the Encampment Responsibility Plan.

TC4 will attend a weekly compliance meeting with the staff/volunteers at TBT and BPD when available. The meetings will ensure the internal governance measures and Code of Conduct and Camp Rules are being adhered to and enforced by the camp advisors and the executive committee (EC). TBT will monitor social media for the neighborhood such as Next Door and Facebook to ensure misinformation surrounding an TC4 is not disseminated. TBT shall promptly inform BPD of any posts regarding TC4 to ensure BPD make accurately respond. TBT will also immediately inform BPD of any issues arising with regard to governance of the camp. Emergency life/safety issues shall prompt an immediate call to 911 by EC staff, TBT state, or both.

2. Schools and Childcare Facilities within 600 feet

There are currently six schools and childcare facilities within 600 feet of TBT. All were contacted regarding TC4 deployment to TBT prior to the submission of the permit. Meetings, phone calls, and emails were held with administrators of the following facilities:

- Ark at Cross of Christ Daycare
- Bellevue Discovery Preschool
- French American School of Puget Sound
- Penny's Early Education Center
- Lake Hills Montessori
- Jewish Day School (JDS)

See Exhibit E: Daycare/School Facilities for more information.

COMPLIANCE WITH USE REQUIREMENTS – 20.30U.125

1. Site Description (max # of residents, location)

Maximum Residents

A maximum number of proposed residents at the encampment is 50 (fifty).

Location of Encampment

TBT is located on the south side of NE 4th street between 156th and 164th Avenues NE. The surrounding properties adjacent to TBT are predominantly single-family to the south and west with the exception of the Church of the Nazarene to the north, the Jewish Day School (JDS) to the east and Lake Hills Montessori to the west. The Temple has been

operating in this location since its construction in 1998. The Temple is located on Lot 1 (3.1 acres) of a three-lot short plat (Bellevue File No. PSPSE-94-9899), while the JDS is located on lots 2 and 3 (1.28 and 5.08 acres respectively).

The Temple structure is located to the south of a circular drive. The Temple has a large lawn area located south and west of its sanctuary doors, which is the proposed location of the encampment. The area is very flat and is a manicured lawn area. Beyond the lawn area are berms used to separate the lawn from the native vegetation areas which exist along the west and south property lines. These areas contain both overstory and understory vegetation, which is quite dense in some areas. Most of the trees along these property lines are fir trees.

See Exhibit F: Zoning and Street Map

See Exhibit G: Site Map for more specifics as to the location of the residential and supporting tents, enclosures, and other facilities.

2. Proposed Hosting Dates

Proposed hosting dates are March 31, 2021 to June 30, 2021; at the earliest or when the permit is issued and lasting for ninety days.

3. Previous Encampments at Site

July 19, 2016 to Sept 25, 2016
May 30, 2014 to August 28, 2014
July 29, 2011 to October 27, 2011
May 8, 2008 to August 5, 2008
November 16, 2005 to February 14, 2006

4. Impact on Parking

There will not be any impact on TBT parking under section LUC 20.20.590. TBT does not host TC4 in any of its 20 parking spaces; however, TBT will allot TC4 four parking spaces for their use. As indicated above, TBT has hosted TC4 five times in the past fifteen years and at no time has parking been an issue. TBT may use the Jewish Day School parking lot to the east if necessary under LUC 20.20.590.I. During the Covid-19 emergency, TBT has not held in person services since April 2020 and at this time is not planning in-person services until the summer which should further limit any issues with parking.

5. Site Plan

Ingres & Egress

TC4 is proposed to be located in the Temple's manicured lawn area west and south of the Temple. There will be a single point for ingress and egress for the encampment, located just south of the U- shaped driveway. At this opening, TC4 proposes to place its security tent so there will be direct monitoring of individuals seeking entry to the encampment and to also monitor the activities of current residents. In addition to the security tent, the donations and blanket tents will also be located near this ingress / egress point. There will

be a secondary emergency exit toward the rear of the enclosure, constructed to conform to Fire Department requirements.

Setbacks & Tent Locations

Tents are proposed to be located between the temple walls and the raised berms to the south and west that separate the native vegetation areas along the site perimeter from the manicured lawn. Tents will be set back 50 feet from the side property lines and at least 32 feet from the front yard setback. Personal tents shall be set back at least one foot from the base of the berms. No tents will be placed to the south or the west of the berm. Tents may not block TBT's fire exits. The security and donations tents shall be located next to the primary ingress and egress.

Behind TBT to the south (opposite the NE 4th St. driveway and building entrance) is a substantial building overhang that projects 17 feet over a 25 by 75-foot patio area. This area is proposed to be a common area for the residents, with the kitchen and entertainment areas located under the overhang. In the past, TC4 residents have been glad to have this eave during rainy weather. The shower, portable toilets, and two sinks will be placed near the proposed emergency exist.

Fencing

The Encampment shall be surrounded by an obscuring fence six feet in height.

See Exhibit G: Proposed Site Plan

6. Compliance of limitations surrounding residence by children under 18

No child under the age of 18 is permitted to stay overnight at the Encampment unless a more suitable overnight accommodation for the child is not available.

7. Health & Safety Compliance 20.30U.125.11

TC4 shall follow the Recommended Shelter Health and Safety Best Practices Guidelines issued by Public Health – Seattle King County (available online at: <https://www.kingcounty.gov/depts/health/locations/homeless-health/healthcare-for-the-homeless/~media/depts/health/homeless-health/healthcare-for-the-homeless/documents/shelter-health-safety-guidelines.ashx>)

REQUIREMENT PER LUC		COMPLIANCE
Water Supply	<ul style="list-style-type: none">• One hot water handwash sink as near to the food preparation facilities.• Prohibit the use of common drinking cups or containers.• Ensure any containers used for non-potable water are labeled as such.	Several hose bibs located along the west and south building provide potable water for the encampment. TC4 will have two sinks with hot water. TC4 shall comply with water supply requirements.
Sewage & Wastewater Disposal	All sewage and wastewater disposal is in accordance with the codes and regulations of local health jurisdictions.	Gray water will be connected to an existing on-site side sewer.

Electricity & Lighting	All electrical wiring, fixtures and electrical equipment must comply with the electrical standards of the Department of Labor and Industries regulations, Chapter 19.28 RCW, and local ordinances, and be maintained in a safe condition.	Electricity will be provided through a connection to an electrical sub-panel that was previously installed for TC4 use.
Hand Washing & Bathing	<ul style="list-style-type: none"> One hand wash sink for every 25 persons. At least two hand wash sinks must be adjacent to toilets. One hot water shower (if the ratio of hot shower is greater than one for every 40 persons, than an off-site shower facility shall be designated, and transportation provided. Cleanable, nonabsorbent waste containers Maintain bathing and hand washing facilities in a clean and sanitary condition, cleaned at least daily 	All handwashing and shower facilities are cleaned daily. There are two sinks with hot water which shall be located near the two toilets. There shall be one shower onsite for the 40 possible residents. Waste receptacles are placed as required.
Toilets	<ul style="list-style-type: none"> one toilet, including portable toilets, for every 25 persons hand washing sinks adjacent to toilets maintain toilets in a clean and sanitary condition 	TC4 will provide two portable toilets that meet King County standards. Sinks are adjacent to the toilets.
Cooking & Food Handling	<ul style="list-style-type: none"> A common food-handling area with an enclosure, adequate in size, separate from any sleeping quarters, no direct openings to living or sleeping areas from the common food-handling area Nonabsorbent, easily cleanable food preparation counters are situated off the floor. If perishable food on site, provide adequate refrigeration or ice chests 	<p>A kitchen tent is located in the Encampment of required size and is separate from sleeping quarters with no direct opening to the sleeping quarters. All counters are off the floor and nonabsorbent and are easily cleaned.</p> <p>TC4 will provide a refrigerator.</p>
Bedding	Maintain bedding in a clean and sanitary condition	Bedding is cleaned on a weekly basis.
Refuse Disposal	<ul style="list-style-type: none"> comply with local sanitation codes for removing and disposing of refuse from housing areas store refuse in on-site trash cans with snap tight lids that are lined with trash bags that are removed and replaced daily keep refuse containers clean provide a refuse container adjacent to food preparation area and within 100 feet of each dwelling unit. empty refuse containers at least twice each week, and when full. 	TBT has a garbage area at the SE corner of the site that is accessed from a service road via NE 1st Street where TC4 will place its refuse which shall be collected twice per week. Rubbermaid-type trash cans with liners will be used throughout the encampment, each equipped with snap-tight lids. All trash will be bagged, removed from the encampment, and taken to the dumpster at least once per day to avoid rodents, insects, and other

		animals. Trash shall be located as required.
Insect & Rodent Control	Take effective measures to prevent and control insect and rodent infestation.	No additional measures are anticipated absent a rodent or insect infestation occurring during the term of the Encampment.
Disease Prevention & Control	<ul style="list-style-type: none"> Report immediately to Seattle and King County Public health suspected food poisoning, unusual prevalence of fever, diarrhea, sore throat, vomiting, or jaundice; or productive cough, or when weight loss is a prominent symptom among occupants Comply with WAC 246-101-145 and WAC 246-101-420: <ol style="list-style-type: none"> 1. Notify the local health department of cases, suspected cases, outbreaks, and suspected outbreaks of disease that may be associated with the encampment. 2. Cooperate with the local health department in monitoring influenza. 3. Consult with a health care provider or the local health department for information about the control and prevention of infectious or communicable disease, as necessary. 4. Cooperate with public health authorities in the investigation of cases, suspected cases, outbreaks, and suspected outbreaks of disease that may be associated with the encampment. 5. Release identifying information only to other individuals responsible for protecting the health and well-being of the public through control of disease. 6. Establish and implement policies and procedures to maintain confidentiality related to medical information in the encampment's possession. 	<p>No individuals with communicable diseases will be allowed to prepare or serve food. And all instances of illness will be immediately reported to Seattle and King County Public Health as required.</p> <p>TC4 residents shall be tested for Covid-19 through the assistance of the King County Health Department on approximately a bi-monthly basis.</p> <p>TC4 will work to ensure all residents comply with King County Health Department's Covid-19 guidelines including social distancing, wearing face masks, and hand washing. Hand sanitizer will be placed at appropriate locations. Common surfaces shall be sanitized on a daily basis. Temperature and screening questions shall be conducted upon entry to TC4 and any residents who appears to have Covid-19 symptoms shall be transported to the nearest hospital for testing and quarantining.</p>

8. Exterior Lighting

TBT will use existing exterior lighting which is shielded so direct glare and reflections are contained within the Encampment and is directed away from adjoining properties and public rights-of-way. No lighting shall blink, flash or be of unusually high intensity. TBT will continue to keep the parking lot as well as the exterior lights located by the main entrance of TBT on during nighttime hours.

REQUESTED HARDSHIP EXCEPTIONS

None requested

DECISION CRITERIA – 20.30U.130

The Bellevue City Council approved Ordinance No. 6498 on October 31, 2019, which amended Chapter 20.30U - Temporary Encampment Permit of the Bellevue Land Use Code. This permit application complies with the use requirements set out in 20.30U.12 as well as all other applicable requirements of the code. TBT's hosting of TC4 will not be materially detrimental to the public health, safety, or welfare of the Encampment residents or TBT's surrounding community. Neither TC4, in over half-a-dozen eastside cities, nor TC3 (since its March 2000 inception), has been deemed materially detrimental to the public welfare, or in any way injurious to the property or improvements in their immediate vicinity. TBT has hosted TC4 five times over the past fifteen years with success. TBT has worked with our neighbors to ensure their input is included in the permitting process. As such, TBT has requested TC4 residents will not use Hillaire Park, located at 15803 NE 6th Street during their stay at TBT and that no litter or neighborhood security patrols be conducted contrary to TC4's usual practice.

EXHIBITS

Exhibit A: Share / Wheel TC4 Code of Conduct

Exhibit B: Share / Wheel TC4 Camp Rules & Required Duties of Residents

Exhibit C: Facilities Use Agreement

Exhibit D: Certificate of Insurance

Exhibit E: School/Childcare Facilities within 600 feet Meet and Confer

Exhibit F: Zoning & Street Map

Exhibit G: Proposed Site Plan

EXHIBIT A: SHARE / WHEEL TC4 CODE OF CONDUCT

SHARE / WHEEL TENT CITY 4 CODE OF CONDUCT

We the people of SHARE/WHEEL, in order to keep a more harmonious community, require that you observe the following code of conduct while residing at Tent City 4:

1. **Tent City 4 is a drug and alcohol-free zone.** Those caught drinking or using drugs will be forced to leave immediately. Sobriety is required.
2. **No weapons are allowed.** Knives over 3 ½ inches must be checked in.
3. **Violence will not be tolerated under any circumstances.** Please attempt to resolve any conflict in a creative and nonviolent manner.
4. **Degrading ethnic, sexist or homophobic remarks are not acceptable.**
5. **No physical punishment, verbal abuse or intimidation will be tolerated.**
6. **We are a community.** Please respect the rights and privacy of your fellow campers.
7. **No men in the women's tents. No women in the men's tents.**
8. **No open flames in the Honey Buckets.**
9. **No loitering or disturbing neighbors. No trespassing.**
10. **Attendance at camp meetings is required.** Ask about posted days and times so that you can work it into your schedule.

Violating one or more of the terms of this Code of Conduct will result in your being temporarily or permanently barred from Tent City 4.

You may be barred for:

1. Loitering in the neighborhood.
2. Arguing with ECs or Camp Advisors.
3. Too many blankets or mats in your tent.
4. Slamming Honey Bucket Doors.
5. Getting mail at camp or host (including churches).
6. Theft of any resident's property or Tent City 4 property.
7. Anything that results in a 911 call that is not a legitimate emergency.
8. Buying alcohol within our host city.
9. Parking your personal vehicle within two blocks of the campsite.
10. Personally asking anyone from our host, supporting churches or volunteers for anything.
11. Repeated write ups for minor infractions.
12. Issuing illegitimate incident reports or bars.
13. Sexual harassment.
14. Moving out without completing the required duties listed on the reverse side during your stay.

**EXHIBIT B: SHARE / WHEEL TC4 CAMP RULES
& REQUIRED DUTIES OF RESIDENTS**

SHARE / WHEEL TENT CITY 4 CAMP RULES

Required Duties of Residents

Security Credits:

1. At least 2 Security Shifts per period; it may be more depending on the number of campers.
2. These are three hours long and you must be capable of doing them.
3. Various duties are expected to be performed, along with what you are asked to do by the executive committee member (EC) on duty.
4. If you miss a shift, you will receive a penalty. One shift = 3-day bar. Two shifts = 7-day bar. Three shifts = 14-day bar. Four or more is up to the ECs.
5. The period starts Monday at 12:01 AM and ends Sunday at 11:59 PM.

Community Credits:

1. These are duties that are directed to the future of the camp. At least one Community Credit must be done every two weeks, or you will be barred for 14 days. Certain meetings may count as Security Credits, depending on current policies. If you sign up for any meeting and do not attend, it will result in a 7-day bar.
2. Various meetings or church services are available throughout the period:
 - a. Sign up for SHARE meetings on the Community Credit Clipboard. You can be no more than 15 minutes late and you must SIGN OUT to receive credit.
 - b. Sign up for church services Saturday evening at the EC desk. The pamphlet they hand out as a program at the beginning of the service is your proof of attendance. It must be turned in before Sunday at 11:59 PM to receive credit.

Blankets:

Typically, the blankets are taken out to be cleaned. You must turn your blankets in by Thursday at 10 PM. Failure to turn in your blankets will result in a 7-day bar.

Your tent may be inspected to ensure compliance. This duty is imposed by the Health Department.

If these rules are not respected, and enforced, Tent City 4 may be permanently closed.

EXHIBIT C: FACILITIES USE AGREEMENT

This Agreement is entered into effective March 31, 2021, by and between SHARE / WHEEL and Temple B'nai Torah ("TBT"), collectively the "Parties."

I. The Parties

- A. SHARE is a non-profit Washington corporation that advocates for and provides services for people experiencing homelessness. WHEEL is part of SHARE.
- B. TBT is a synagogue and a not-for-profit Washington corporation whose congregants practice Reform Judaism. Its building, including offices, sanctuary, and other facilities, is located in Bellevue, Washington.

II. Recitals

- A. The Point-in-Time Count for Seattle/King County estimates a 5% increase in people experiencing homelessness. The Point-in-Time Count is an annual event in which volunteers spread out across King County on a single night to count persons experiencing unsheltered homelessness. This year's Count happened in January, before the current Covid-19 emergency. Monthly data in the region's Homelessness Management Information System shows an increase in households connecting with homeless services during the emergency. SHARE / WHEEL's Tent City 4, when it has a suitable site, provides safe and clean shelter for up to 100 otherwise-homeless individuals.
- B. Homeless people in general and Tent City 4 in particular are continually in need of temporary sites while state, county, and city jurisdictions determine future responses to the needs of the homeless and the availability of resources to serve their needs, especially during the global pandemic. Tent City 4 is required to move out of the site it currently occupies by March 31st. Without another site, the residents of Tent City 4 might be dispersed to unsafe conditions of homelessness on the street. TBT is offering a sanctuary to the otherwise-homeless people of Tent City 4.
- C. TBT's choice is impelled by a core TBT precept and a fundamental element of Jewish religious practice to provide for the feeding, clothing, and sheltering of the poor. *Tzedaka* (righteousness / charity) and *g'milut chasadim* (acts of loving kindness) are commandments that those of Jewish faith strive to practice every day. By entering into this Agreement, TBT hereby exercises that practice.

III. Terms of Agreement

- A. TBT agrees SHARE / WHEEL may establish an emergency encampment on synagogue grounds consisting of the real property located at 15727 NE 4th Street, Bellevue, Washington, legally described as Lot 1 of Bellevue Short Plat No. PSPSE

94 9899, recorded under King County Recording No. 9610289009, King County, Washington (the “site”), subject to an appropriate land use permit from the City of Bellevue.

B. The conditions of the emergency encampment (“the Encampment”) are as follows:

1. Duration. SHARE / WHEEL may establish the Encampment for no more than 90 days at the designated site beginning March 31, 2021 or as soon thereafter as the City of Bellevue may approve.
2. Contacts. SHARE / WHEEL will identify to TBT two contact persons on site and one SHARE / WHEEL staff person or consultant and provide daytime and nighttime contact details for each such person. The initial contacts are identified in Paragraph 20 of this Agreement. These names shall be updated in writing to the other party as necessary.
3. Maximum Numbers. No more than 50 persons may reside at the Encampment.
4. Security. SHARE / WHEEL is committed to self-policing and self-management of its residents in accordance with its Code of Conduct. All residents must sign an agreement to abide by this code and failure to do so can be cause for immediate expulsion. Residents form an Executive Committee (EC) that is responsible for site security, resident identification and donations management. One member of the Executive Committee is on duty, awake, and available 24 hours per day. Police are contacted immediately if warranted by a situation.
 - a. One or more SHARE / WHEEL committee members will be at the designated site at all times. A SHARE / WHEEL designated and trained co-worker will meet with Tent City 4 residents at least once a day.
 - b. SHARE / WHEEL will inform the contact person for TBT of any 911 calls no later than the morning after they occur.
 - c. SHARE / WHEEL will respond promptly to any question or concern regarding Tent City 4 operation expressed by TBT or neighbors in a prompt and respectful manner.
5. Screening. Applicants to Tent City 4 must have valid photo identification. Prior to admission, SHARE / WHEEL will perform a check on all applicants for outstanding warrants and to determine if the individual is registered as a sex offender through NORCOM. SHARE / WHEEL will deny entry to applicants subject to warrants or registered as a sex offender and will immediately inform the Bellevue Police Department. Any prospective resident who fails these checks may not reside in the Encampment.

SHARE / WHEEL will post in the security tent appropriate bus schedules, the phone numbers for emergency drivers and taxis, and the location of the nearest

24-hour transit center. Alternative transportation such as a private vehicle or taxi service shall be arranged by Tent City 4 when Metro buses are not available on 156th Ave. If, in the opinion of Tent City 4, any rejected/ejected individual poses a potential threat to the community, the police shall be contacted immediately.

On the move-in day, SHARE / WHEEL will ensure, before the end of the day, that each member residing in the Encampment was a resident of Tent City 4 at its prior location and was admitted after proper screening or was admitted to the Encampment on the move-in day after proper screening.

6. Minors. SHARE / WHEEL will not allow children under 18 years of age to stay overnight at the Encampment, except in an emergency. If a child under 18 years of age, either alone or accompanied by a parent or guardian, attempts to stay at the Encampment, SHARE / WHEEL will immediately contact Child Protective Services and will prioritize finding alternative shelter for the child and any accompanying parent or guardian as soon as possible. If no alternative can be found, the child may remain at Tent City 4 until the next day.
7. Configuration. The Encampment will be configured generally as shown in the Site Plan attached to the temporary encampment permit application. The Encampment must stay within the borders as defined in the permit.
8. Parking. SHARE / WHEEL will make every effort to respect established parking and work collaboratively with established residents, churches, and businesses, and to avoid negative transportation impacts. This includes but is not limited to location of emergency encampment residents' vehicles, and times and locations of delivery trucks and service vehicles.
9. Health Regulations. SHARE / WHEEL will permit inspections of the Encampment by the King County Public Health Department without prior notice. SHARE / WHEEL will promptly implement all health directives of that department.
 - a. Due to the Covid-19 pandemic, SHARE / WHEEL will continue to work hard to ensure residents of the camp remain safe. SHARE / WHEEL represents that, to date, there have been no cases of Covid in the camp.
 - b. SHARE / WHEEL shall test Tent City 4 residents for Covid-19 through the assistance of the King County Health Department on approximately a bi-monthly basis.
 - c. The following additional rules apply within the camp:
 - i. SHARE / WHEEL will post in the encampment King County Health Department's Covid-19 guidelines; and SHARE / WHEEL will work to ensure that all residents of the encampment comply with those guidelines to the greatest extent possible.

- ii. SHARE / WHEEL will work to ensure that residents practice social distancing, wear face masks, and wash hands frequently (at least 20 sec.) as appropriate.
 - iii. SHARE / WHEEL will place hand sanitizer at appropriate locations within the camp (particularly at areas of common touching) and work to ensure that residents use it.
 - iv. SHARE / WHEEL will sanitize common surfaces within the camp on a daily basis.
 - v. On a daily basis, SHARE / WHEEL will screen all residents for Covid-19. This screening will include at least these two parts: (a) a daily temperature check (TBT will provide a thermometer), and (b) response to the following questions: “Are you currently experiencing any of these symptoms?”
 - 1. Fever (100.4 or higher)
 - 2. Cough
 - 3. Shortness of breath or difficulty breathing
 - 4. New loss of taste or smell
 - 5. Headache
 - 6. Sore throat
 - 7. Chills
 - 8. Diarrhea
 - 9. Congestion or runny nose
 - 10. Unusual fatigue
 - 11. Nausea or vomiting
 - 12. Muscle pain or body aches.”
 - vi. If any resident answers yes to the above questions or appears to have any of the above symptoms, they shall be transported to the nearest hospital for testing and quarantine.
- 10. Fire Safety Regulations. SHARE / WHEEL will permit inspections of its encampment by the Bellevue Fire Department without prior notice. SHARE / WHEEL will promptly implement all safety directives of the Bellevue Fire Department.
- 11. Public Safety, Code Compliance, and Other Inspections. SHARE / WHEEL will permit inspections of the Encampment by TBT and City of Bellevue staff, including the Bellevue Police Department and code compliance officers, at reasonable times without prior notice for compliance with the terms of this Agreement, the City’s permit, and applicable laws.
- 12. Roster. SHARE / WHEEL will keep a daily register of the names of Tent City 4 residents. A copy of the register will be given to TBT upon request. SHARE / WHEEL will retain those registers for at least 6 months.

13. Code of Conduct. SHARE / WHEEL shall enforce at all times at the site its Code of Conduct. This Code of Conduct requires that all residents abide by the following:
 1. No drugs are permitted in the encampment.
 2. No alcohol is permitted in the encampment.
 3. No weapons are permitted in the encampment.
 4. All knives over three and one-half (3-1/2) inches must be turned into SHARE / WHEEL for safekeeping.
 5. No violence is permitted.
 6. No open flames are permitted.
 7. No trespassing onto private property in the host neighborhood is permitted.
 8. No loitering in the host neighborhood is permitted. Due to requests of TBT's neighbors, Tent City 4 residents will not use Hillaire Park during their stay at TBT nor walk through any of the greenspace to the south and west of TBT.
 9. Disturbing neighbors is not permitted.
 10. No verbal abuse, intimidating remarks, yelling or degrading remarks against member(s) of the host or the host neighborhood is permitted.
 11. No verbal abuse, intimidating remarks, yelling or degrading remarks between residents is permitted.
 12. No littering on the emergency encampment site or in the host neighborhood is permitted.

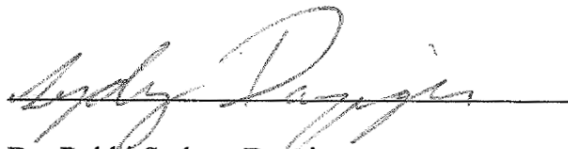
13. Enforcement of Code of Conduct. For the protection of the SHARE / WHEEL, Encampment residents, Temple B'nai Torah, and the TBT neighborhood, SHARE / WHEEL will diligently enforce its Code of Conduct. SHARE / WHEEL will take the following enforcement actions.
 - a. Upon notice by TBT to SHARE / WHEEL, or if SHARE / WHEEL learns of a violation or potential violation of the Code of Conduct, SHARE / WHEEL will investigate. If the complaint of violation was made by TBT or a host neighborhood member, SHARE / WHEEL will inform TBT and/or the host neighborhood member of the results of its investigation and any action taken.
 - b. For violations of parts 1-7 of the Code of Conduct, SHARE / WHEEL will require the responsible resident(s) to leave the Encampment immediately.
 - c. For violations of parts 8-12 of the Code of Conduct, SHARE / WHEEL will notify the responsible resident(s) of the violation and issue them a warning. That warning will inform the responsible resident(s) that they are on probation and a repeated violation of the Code of Conduct during the period that the Encampment remains at the site will cause SHARE / WHEEL to require them to leave the Encampment immediately.

- d. If SHARE / WHEEL fails to inform TBT of actual or potential violations or to expel residents who violate the Code of Conduct to the extent required above, SHARE / WHEEL will be subject to the Dispute Resolution provision of this Agreement as set forth in paragraph 19 below. If TBT learns of uncontrolled violence or acts of undisciplined violence by residents of Encampment that SHARE / WHEEL cannot address, this Agreement may be immediately terminated.
15. Condition of Premises. SHARE / WHEEL will keep the Encampment in clean and hygienic condition at all times. SHARE / WHEEL will wash all blankets used at the Encampment every two weeks. Upon SHARE / WHEEL's departure from the site, the areas affected by its presence will be restored to the condition in which they were found as of the move-in date, with the exception of normal wear and tear and agreed-upon alterations.
16. Duration of Stay. The Encampment will remain at the site no longer than 90 days from the move-in date or **June 30, 2021**, whichever comes later. This Agreement is for a temporary accommodation and agrees not to initiate discussion of extending it beyond June 30, 2021.
17. Cancellation. Either party may cancel this Agreement for no cause with 24 hours' written notice.
18. Defense, Indemnification, and Hold Harmless. The Parties agree Temple B'nai Torah is not responsible for the actions, inactions, or omissions of SHARE / WHEEL or of any resident of the Encampment. All residents will sign a registration statement acknowledging the resident's willingness to comply with the Code of Conduct and agreeing not to bring a claim or action against Temple B'nai Torah for injuries or occurrences happening within or around the Encampment, irrespective of fault or negligence. SHARE / WHEEL agrees to defend, indemnify, and hold harmless Temple B'nai Torah from any claim or action resulting from, arising out of, or caused by the Encampment and/or any of its residents. SHARE / WHEEL will pay or reimburse TBT promptly for any damage or necessary maintenance to TBT property caused by SHARE / WHEEL or the Encampment or any of its residents.
19. Dispute Resolution. If TBT believes this Agreement has been breached, the party representatives will meet within two days and make every reasonable attempt to resolve the dispute. If resolution cannot be promptly reached, TBT reserves the right to terminate this Agreement.

Notwithstanding the foregoing, if the alleged breach presents an imminent threat to public health or safety, TBT after written notice to SHARE / WHEEL may immediately terminate this Agreement.

20. Designations. SHARE / WHEEL initially designates the following person for service of all notices provided for in this Agreement: **Sam Roberson**. The initial contact for Temple B'nai Torah is: Marni Good. Both parties are under a continuing obligation to update the designation of their respective contact persons in writing as necessary.
21. Construction. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.
22. Integration. This Agreement is a full and complete integration of the parties' agreement, and there are no promises, covenants, or representations concerning the subject of this Agreement not contained herein.
23. Waiver. The failure to enforce any provision of this Agreement will not be considered or construed to be a waiver of any other rights or responsibilities under this Agreement.
23. Permit. All terms and conditions of the permit required by the City of Bellevue are incorporated into this Agreement.

Temple B'nai Torah



By: Rabbi Sydney Danziger

Date: February 4th, 2021

SHARE / WHEEL



By: SAM Roberson

Date: February 4th, 2021

EXHIBIT D: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arroyo Insurance Services 6345 Balboa Blvd., Suite 230 License # 0735912 Encino CA 91316		CONTACT NAME: Elina Greenberg CISR PHONE (A/C, No, Ext): (818) 881-3000 FAX (A/C, No): (818) 881-3005 E-MAIL ADDRESS: ElinaG@ArroyoIns.com	
INSURED Temple Bnai Torah 15727 NE 4th Street Bellevue WA 98008		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Group NAIC # 002213 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL/AUTO/UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC214352605	07/15/2020	07/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC214352605	07/15/2020	07/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB214352704	07/15/2020	07/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage in force for the Named Insured

CERTIFICATE HOLDER Temple B'nai Torah 15727 NE 4th Street Bellevue WA 98008	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT E: SCHOOL / CHILDCARE FACILITIES WITHIN 600 FEET MEET AND CONFER

The Ark Daycare at Cross of Christ

411 156th Ave NE, Bellevue WA 98007
425-644-5414

TBT representatives spoke with Solange Silva on February 2 and sent an email to Pastor Dave. Ms. Silva stated the Ark Daycare at Cross of Christ has no additional comments if hosting will be similar to TBT's 2016 hosting.

Bellevue Discovery Preschool

Sandra Tseng
15749 NE 4th St, Bellevue WA 98008
425-223-5193

French American School of Puget Sound

Eric Thuau
15749 NE 4th St, Bellevue WA 98008 (temporary address for the 2020-2021 school year)
206-812-0231

Jewish Day School

Vivian Scheidt
15749 NE 4th St, Bellevue WA 98008
425-460-0200

TBT representatives met via zoom with representatives from the Bellevue Discovery Preschool, the French American School of Puget Sound, and the Jewish Day School on February 3. The administrator of all three facilities made four requests regarding TBT's hosting of TC4:

- TBT only host when there were not students on the JDS campus, or overlap hosting TC4 with the beginning of the school year only;
- TBT must understand the level of anxiety and difficulty in embracing any new information everyone is experiencing due to Covid and TBT's hosting of TC4 will exacerbate these feeling, especially for the parents who participate with their organizations.
- TBT incorporate Covid prevention measures to reassure their parents Covid will not spread from the encampment; and
- TBT hire a private security person for times when students are present at the JDS encampment when hosting TC4.

Hosting When Students are Not on JDS Campus

It is impossible for TBT to only host during times when children or not present on the JDS campus. This is due to the fact that so many resources are consumed by the city, TC4, and the host to issue a Temporary Encampment Permit and to move the camp, that the full 90-day hosting capability must be utilized. TBT does not decide who else will or will not host TC4. The need is *now* to host TC4, not in three months. There never will be a convenient time for hosting TC4. If TBT doesn't host TC4, then these people will still be in our neighborhood, just not

housed in a clean safe space with protocols and security measures. For these reasons, TBT will not change the proposed hosting dates.

Societal Anxiety

This is a difficult time for everyone. We are all experiencing high levels of anxiety. This means we don't always take the time to think about others as we are so focused on getting through our own day. But, we must think about others. This is a good time to start accustoming everyone to the realities of homelessness which will only continue to grow during and after the pandemic. TC4 helps homeless individuals stay together in a communal setting by providing safety and shelter rather than being on their own in the elements and provides residents a place to store their belongings while away from camp at work and appointments. Many of the residents of TC4 have full time employment. TC4 has helped 154 people find permanent housing. This is a positive message we could all benefit from hearing about, a moment of kindness during these difficult times. TBT is happy to work with the facilities to create positive messaging to help educate the community on the issue of homelessness and TC4 specifically.

Covid Prevention Measures

TBT agreed to add additional measures to TC4s already stringent measures. TC4 sanitizes daily, residents are Covid tested every 1-2 months by King County Public Health, and TC4 has protocols stating that if someone shows any Covid symptoms, they must be transferred to a hospital immediately. TBT has requested everyone who enters TC4 be temperature and Covid symptom checked. Camp residents are less likely to contract Covid because they live outside. TBT believes it has addressed the concerns of the facilities regarding Covid and is open to additional suggestions.

Additional Security Personnel

TC4 is committed to self-police and self-manage its residents in accordance with its Code of Conduct which prohibits alcohol, drugs, weapons, fighting, abuse of any kind, littering or disturbing neighbors. All residents must sign an agreement to abide by this code and failure to do so can be cause for immediate expulsion. Two TC4 security volunteers will be on duty at all times, will check in all visitors at TC4's single entrance and patrol TC4 grounds. They will also patrol the emergency exit near the back of the encampment to ensure that the exit is used for emergency purposes only. A TBT board member and/or the Temple Administrator/Volunteer will also be available by cell phone at all times. Finally, local police officers will make regular, routine walk-throughs of TC4. TBT feels the combination of Bellevue Police Department's frequent visits, TC4's dedication to security measures, the existence of a private security person already on the JDS campus, and TBT's round-the-clock availability negates the need for any additional security measures. We are happy to work with the Bellevue Police Department to increase patrols if JDS believes existing security measures are not sufficient.

In Closing

TBT's religious community, Reform Judaism, places a high value on the importance of advocating and working for the neediest in our community. This spirit of "Social Justice" runs deep in our tradition. We are admonished in scripture to "not stand idly by when our neighbor bleeds" and "not place stumbling blocks before the blind." These texts from Leviticus speak loudly and remind us of our religious obligations to help those who cannot help themselves. This

is a mitzvah, religious duty, for TBT and an opportunity us to teach our children and families that all human beings are deserving of love, compassion and sympathy. We are living in very difficult times. Covid has made people afraid, and fearful people can do unreasonable things and tend towards isolationism. TBT will not follow this path. TBT has served the people at TC4 many times and will continue to do so. TC4 needs us now more than ever.

Lake Hills Montessori

114 157th Avenue NE, Bellevue WA 98008
425-746-5310
Nancy Gilchrist

TBT representatives spoke with Ms. Gilchrist on the phone on January 25th, participated in a meeting on January 29th, and sent a follow up email to discuss concerns. Ms. Gilchrist was glad to hear occupancy would be limited to 40, that stringent Covid prevention protocols were in place, and warrant and sex offender checks were being done on all prospective residents. TBT agreed ask TC4 resident to not venture into Hillaire park and to have TBT volunteers check the park once a week to see the status of the park. TBT also agreed the greenspace between the temporary fencing on the berms and the existing boundary fencing be off limits for TC4 residents.

Ms. Gilchrist wondered if additional warrant and sex offender checks could be done prior to the resident moving to TBT. All prospective residents are checked via NORCOM as requested by the BPD for outstanding warrants and whether they are on the sex offender list. TBT discussed the possibility of requesting additional checks for residents and decided against this for a couple of reasons. BPD has an active presence at TC4 and have a good handle on the pulse of TC4. The camp director maintains a strict adherence to the Code of Conduct and Camp Rules which includes a strong emphasis on security and personal responsibility. TBT wants to balance TC4 residents' rights to dignity and privacy with the neighbors' safety needs. We feel the existing measures accomplish this goal.

Penny's Early Education Center

15653 NE 6Th St Bellevue WA 98008, Bellevue, WA 98008
425-679-6679
Matan Ori

TBT representatives spoke with Mr. Ori on the phone on January 25th. Mr. Ori wanted to ensure warrant checks and sex offender screening was still occurring. He requested TC4 residents not congregate in the Hillaire Park, specifically near the playground next to the daycare center. TBT will request TC4 residents not venture into Hillaire Park at all.

EXHIBIT F: ZONING & STREET MAP

Zoning Map



Street Map

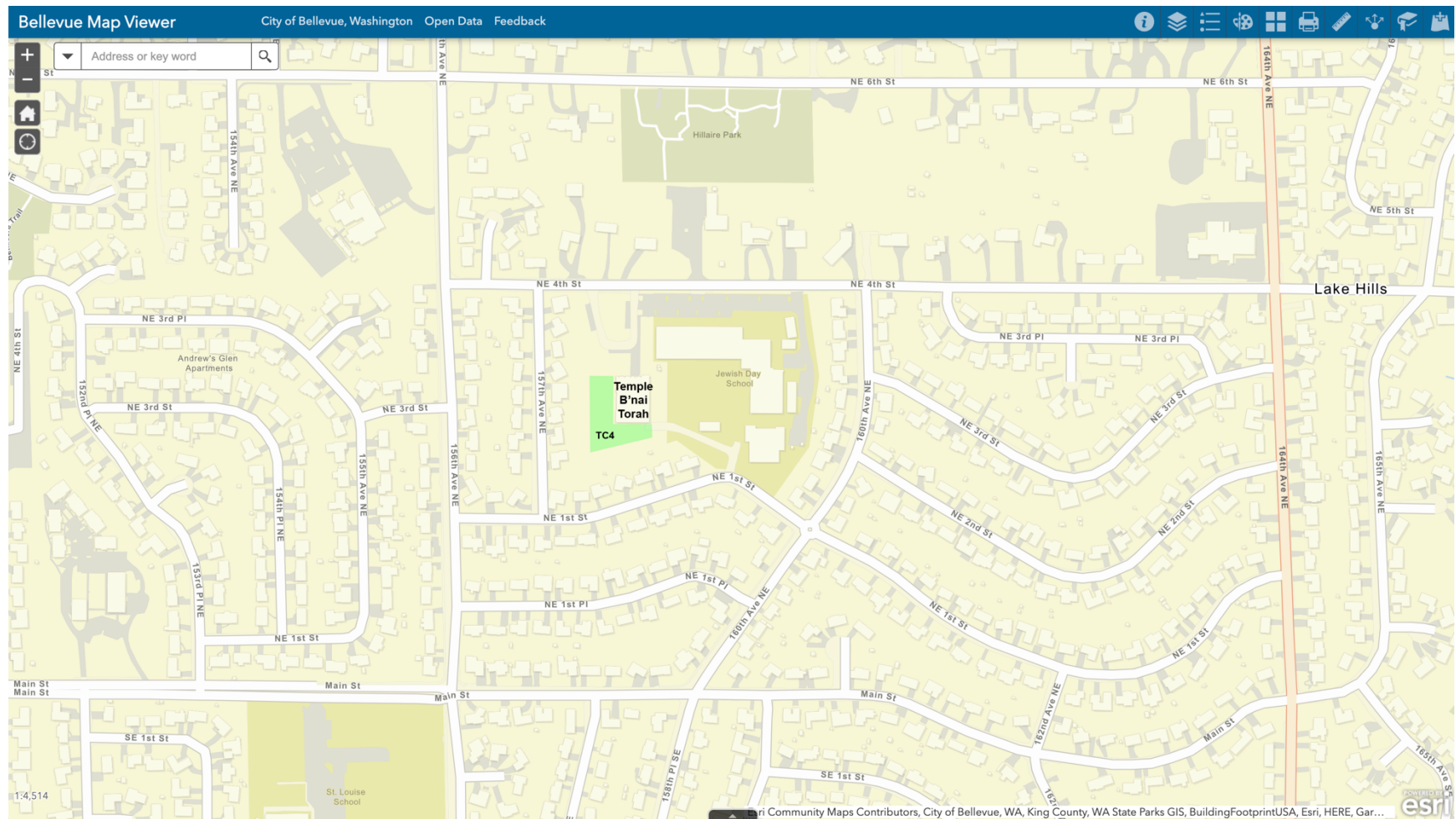


EXHIBIT G: PROPOSED SITE PLAN

